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CAPTION HEADING: RESOLUTION & ROAD EASEMENT

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THIS RESOLUTION IS BEING RE-RECORDED TO ADD EASEMENT INFORMATION FROM THE U.S. FOREST SERVICE. THE ORIGINAL RESOLUTION WAS RECORDED UNDER FEE#: 1995 20755 PAGE 1 OF 1.

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NAVAJO COUNTY BOARD OF SUPERVISORS

Governmental Complex
P.O. Box 668 - 100 E. Carter Drive
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INDEXED

JUDY JONES
Clerk of the Board

EDWARD J. KOURY
County Manager

RESOLUTION NO. 73-95

RESOLUTION OF ACCEPTANCE OF THE UNITED STATES FOREST SERVICE FOREST DEVELOPMENT ROUTE 9702 (LINDEN AREA) ROAD EASEMENT ON BEHALF OF THE GENERAL PUBLIC

WHEREAS, the citizens living along and at the end of Forest Development Route 9702 have an existing United States Forest Service Special Use Road Easement; and

WHEREAS, they have been working with the Forest Service to convert this easement into a public road easement for development of their land; and

WHEREAS, the U.S. Forest Service has provided a public road easement, as attached, for 1660 lineal feet of roadway that abuts the private properties; and

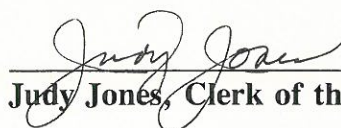
WHEREAS, acceptance by signing this easement, on behalf of the public, by the Navajo County Board of Supervisors, will allow the local citizens to access their property, sell their property, and/or develop the roadway.

NOW, THEREFORE, BE IT RESOLVED, that the Navajo County Board of Supervisors does accept the U.S. Forest Service Road Easement for Forest Development Route 9702 on behalf of the general public so they can legally travel thereon.

NOW, BE IT FURTHER RESOLVED, that acceptance of such easement does in no way obligate the expenditure of county funds for maintenance or improvement of the road.

ADOPTED this 11th day of December, 1995.

ATTEST:


Judy Jones, Clerk of the Board


Pete Shumway, Chairman
Navajo County Board of Supervisors

NAVAJO COUNTY, JAY TURLEY - COUNTY RECORDER BY: BOARD OF SUPERVISORS
DATE: 01/16/1996 TIME: 09:35 PAGE #: 0002 OF 0008 FEE #: 1996 860

PUBLIC ROAD EASEMENT

FDR 9702

THIS EASEMENT, dated this 17th day of NOVEMBER, 1995, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Navajo County Board of Supervisor's hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Navajo, State of Arizona, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way over and across the following described lands in the County of Navajo, State of Arizona:

As described on the attached Exhibit "A", attached hereto and made a part hereof.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.

2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for non-highway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. The design and construction of the highway project situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor.
4. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
5. Consistent with highway safety standards, the Grantee shall:
 - (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.

NAVAJO COUNTY, JAY TURLEY - COUNTY RECORDER BY: BOARD OF SUPERVISORS
DATE: 01/16/1996 TIME: 09:35 PAGE #: 0005 OF 0008 FEE #: 1996 860

6. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.

7. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

8. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:

(a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Regional Forester, R-3, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its Forest Supervisor Apache-Sitgreaves National Forests, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 16, 1982, (47 FR 36465), and the delegation of authority by the Regional Forester, Southwestern Region, to the Forest Supervisors, dated October 5, 1992 (57 FR 52756-52757), on the day and year first above written.

UNITED STATES OF AMERICA



JOHN C. BEDELL
Forest Supervisor
Apache-Sitgreaves N.F.'s
Department of Agriculture

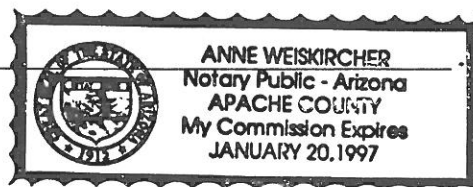
STATE OF ARIZONA)
)
COUNTY OF APACHE) SS.

The foregoing instrument was acknowledged before me this 17th day of November, 1995, by JOHN C. BEDELL, known to me to be the Forest Supervisor, Apache-Sitgreaves N.F., Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn states that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act and deed of the United States of America for consideration and purposes therein contained.



Notary Public

My commission expires: _____



In compliance with the conditions set forth in the foregoing deed, the Navajo County Board of Supervisors, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

Navajo County Board of Supervisor's

By *Pete Shumway*

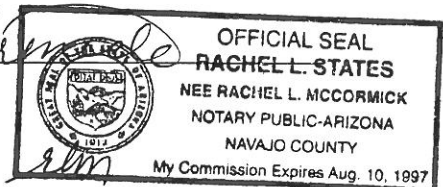
STATE OF ARIZONA)

) SS

COUNTY OF NAVAJO)

The foregoing instrument was acknowledged before me this 11th day of December, 1995, by Pete Shumway known to me to be the Chairman of the Board, who being by me duly sworn states that he signed said instrument on behalf of the Navajo County Board of Supervisor's under authority duly given, and he executed same as the free act and deed for consideration and purposes therein contained.

Rachel L. McCormick
Notary Public



My commission expires: August 10 1997.

"EXIHIBT A"

ROAD EASEMENT FOR FDR 9702

A Road easement being 50 feet in width, 25 feet on either side of the following described centerline.

Commencing at the Center South one-sixteenth corner of section 11, T10N, R21E, G&SR Meridian, the TRUE POINT OF BEGINNING; Thence West 868.07 feet to a point of curve being concave to the Southeast, Thence along said curve having a Delta of 89-49-13, and a Radius of 100 feet, a distance of 156.77 feet; Thence S-0-10-48-E a distance of 633.37 feet to the center of existing old Hyway 160 and the End of said easement.

*waiting
for original*

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County Manager

JUDY JONES
Clerk of the Board

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WHEREAS, they have been working with the Forest Service to convert this easement into a public road easement for development of their land; and

WHEREAS, the U.S. Forest Service has provided a public road easement, as attached, for 1660 lineal feet of roadway that abuts the private properties; and

WHEREAS, acceptance by signing this easement, on behalf of the public, by the Navajo County Board of Supervisors, will allow the local citizens to access their property, sell their property, and/or develop the roadway.

NOW, THEREFORE, BE IT RESOLVED, that the Navajo County Board of Supervisors does accept the U.S. Forest Service Road Easement for Forest Development Route 9702 on behalf of the general public so they can legally travel thereon.

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ADOPTED this 11th day of December, 1995.

ATTEST:

Judy Jones, Clerk of the Board

Pete Shumway, Chairman
Navajo County Board of Supervisors

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FDR 9702

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UNITED STATES OF AMERICA



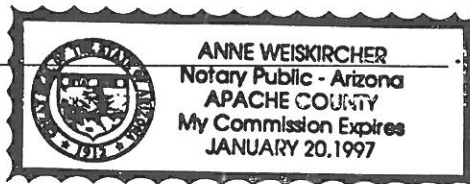
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Notary Public

My commission expires: _____



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By *Pete Shumway*

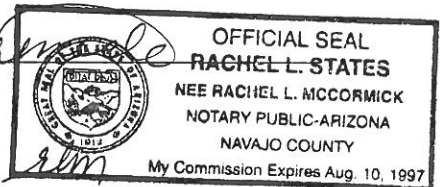
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